

EXHIBIT 2



CJ-18-1576
FILED IN DISTRICT COURT
OKLAHOMA COUNTY

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

MAR 21 2018

RICK WARREN
COURT CLERK

STEPHANIE FLEMING,

Plaintiff,

v.

LIBERTY MUTUAL FIRE INSURANCE
 COMPANY,

Defendant.

Case No: CJ-17-1087

CJ-2018-1576

JURY TRIAL DEMANDED

PETITION

COME NOW the Plaintiff, Stephanie Fleming, and for her Petition against Defendant, Liberty Mutual Fire Insurance Company, alleges and states:

1. At all times material hereto Plaintiff's home was insured by Defendant Liberty Mutual Fire Insurance Company, policy no. H3729168981240 and the policy was in force at all times material hereto.
2. Plaintiff's home was damaged by a covered loss on November 22, 2017.
5. Defendant received timely notice of this covered loss and Plaintiff's request for insurance policy benefits. Plaintiff cooperated with any and all requests from Defendant for investigation of the loss.
6. This loss was a covered loss under Plaintiff's insurance policy with Defendant which entitled Plaintiff to dwelling and personal property coverage benefits.
7. Defendant breached the insurance agreement and the implied covenant of good faith and fair dealing by refusing to properly adjust this claim and properly assess and pay the full amount of damage to the structure and contents.

8. In their handling of the Plaintiff claim and as a matter of standard business practice, Defendant breached the insurance contract and the implied covenant of good faith and fair dealing by:

- a. failing and refusing full and proper payment and other policy benefits on behalf of Plaintiff at a time when Defendant knew that it was entitled to those benefits;
- b. failing to properly investigate Plaintiff claims and to obtain additional information both in connection with the original refusal and following the receipt of additional information;
- c. withholding payment of the benefits on behalf of Plaintiff knowing that Plaintiff's claims for those benefits were valid;
- d. intentionally refusing to acknowledge the full extent of damage to Plaintiff's home;
- e. intentionally misleading Plaintiff as to the full extent of damage to Plaintiff's home;
- f. refusing to honor Plaintiff's claims in some instances by knowingly misconstruing and misapplying provisions of the policy;
- g. failing to adopt and implement reasonable standards for the prompt investigation and reasonable handling of claims arising under these policies, to include Plaintiff's claims;
- h. not attempting in good faith to effectuate a prompt, fair and equitable settlement of Plaintiff's claims once liability had become reasonably clear; and,
- i. failing to properly evaluate any investigation that was performed;

all in violation of the contract and covenant of good faith and fair dealing and resulting in a financial benefit to Defendant.

9. Plaintiff has suffered emotional distress, embarrassment and financial loss as a direct result of the above described actions by Defendant.

10. The actions of Defendant were reckless and wanton or intentional and with malice entitling Plaintiff to punitive damages.

WHEREFORE, Plaintiff prays for judgment against the Defendant, Liberty Mutual Fire Insurance Company, for both compensatory damages and punitive damages, with interest and costs of this action, for a reasonable attorney fee, and for such other relief as may be appropriate. The amount sought as damages in in excess of the amount required for diversity jurisdiction pursuant to §1332 of Title 28 of the United States Code.

MANSELL ENGEL & COLE

By: 

Steven S. Mansell, OBA #10584
Mark A. Engel, OBA #10796
Kenneth G. Cole, OBA #11792
M. Adam Engel, OBA #32384
101 Park Avenue, Suite 665
Oklahoma City, OK 73102-7203
T: (405) 232-4100 ** F: (405) 232-4140
Firm Email: mec@meclaw.net

ATTORNEYS FOR PLAINTIFF

**JURY TRIAL DEMANDED
ATTORNEY LIEN CLAIMED**